

## PROPOSED CONSTITUTIONAL AMENDMENT

Whereas the United States is unique among industrialized nations in that employees can be fired abruptly without notice or a good reason, and left with bills due and no paycheck or severance pay. This system of employment law, known as at-will employment, wreaks havoc on the lives of U.S. workers and their families when the paycheck they depend on is there one day and is gone the next; and

Whereas the disruption resulting from unfair firings hurts low-income, Black, and Latino workers the most. They are more likely to face an extended period of unemployment after losing a job and, on average, have less household savings or family wealth to fall back on when they are out of work; and

Whereas at-will employment also makes it difficult to enforce all of our laws banning discrimination, harassment, and mistreatment on the job. When workers can be fired for any reason or no reason at all, few feel safe speaking up when they are treated poorly, or sounding the alarm about dangerous or illegal conditions at work; and

Whereas better employers already make it a practice of giving workers advance notice and a fair process before they face losing their jobs. Oregon already recognizes just cause protections for public safety officers, and classified school employees; and

Whereas Oregon shall not deprive any person of life, liberty, or property without due process of law. It's time for Oregon to replace at-will employment with just cause protections for all workers in the state; now, therefore

### **Be It Enacted by the People of the State of Oregon:**

**PARAGRAPH 1.** The Constitution of the State of Oregon is amended by creating a new section 48 to be added to and made a part of Article I, such section to read:

**Section 48. Right to just cause, due process, job security. (1) To strike a fair balance between the rights of employees and employers in the course and conduct of imposing disciplinary action, after one hundred and eighty calendar days of employment, the following rights are hereby granted to the people of the State of Oregon:**

**(a) A property right to employment. Employees hired without a fixed term, including regular seasonal employees, shall have a property right in their employment and shall not be subject to disciplinary action or discharge without just cause and due process, and just compensation severance as provided for in this section. These rights must be balanced against an employer's right to address unsatisfactory employee performance.**

**(b) A right to good faith notice. Employees that are investigated, disciplined, or discharged shall be notified, and at that time receive written documentation as applicable of the subject matter of the investigation, the nature of alleged misconduct, the work rules alleged to have been violated, and the reason for disciplinary action or layoff. Employees are not required to answer questions until they are informed of the nature of the investigation and of facts reasonably sufficient to inform them of the circumstances**

surrounding the allegations under investigation. An investigation shall be completed and the result provided to an employee in a reasonable amount of time.

(c) A right to association. An employee may choose a representative who shall be recognized by their employer and may accompany, assist, and advise them during investigations and/or disciplinary proceedings. Employees may invoke this right any time they reasonably believe questioning may lead to discipline, and may choose anyone as a representative. If subject to an interview by their employer, employees are not required to answer questions without their chosen representative present and time provided to meet with them prior to the interview. Unless the seriousness of an investigation requires otherwise, employee interviews and disciplinary proceedings shall be conducted during an employee's normal working hours.

(d) A right to security. Upon discharge, except seasonal layoff, employers shall pay accrued just compensation severance from date of hire to an employee.

(e) A right to seek a remedy. An employee shall have a private right of action to seek relief and compensation for severe disciplinary action without just cause, and to seek just compensation severance, including prevailing plaintiff attorney fees. Nothing in this section shall preclude employees subject to disciplinary action from entering into voluntary separation agreements for whatever compensation the parties deem appropriate.

(2) The Bureau of Labor and Industries and the Employment Relations Board shall adopt rules to implement and enforce this section, which shall include procedures for bringing, investigating and prosecuting claims; remedies for violations, and appropriate definitions and/or exemptions.

(3) The legislature may provide by law for further implementation of the provisions of this section.

(4) The requirements of this section may not be waived by agreement between an individual employee and an employer, or through unilateral implementation of terms and conditions of employment. The requirements of this section do not alter the rights of any employees covered by a bona fide collective bargaining agreement to the extent that the agreement meets the minimum requirements of the enacted rights of this section, or that any such requirements are expressly waived; however, the agreement must be ratified by the employees.

(5) Penalty for violations. A violation of this 2026 Act shall be an unclassified misdemeanor.

(6) As used in this section:

(a) 'Discharge' means a cessation of employment including indefinite suspension without pay, and layoff. Discharge excludes voluntary resignation.

(b) 'Discipline' means an employer's corrective punitive action imposed upon an employee that may increase in severity corresponding to sequential circumstances or instantly end the employment relationship in serious cases. Discipline which is severe imposes an economic sanction upon the employee by reducing compensation and/or working hours, including discharge. Disciplinary action includes documented reprimands, involuntary transfers, suspension, demotion, reduction in regular compensation and/or working hours, and discharge. Discipline does not include layoff.

(c) 'Fixed term' means employment that has a fixed term of existence, continuing to a specific ending date and terminating on that date without requiring further notice to effect the termination.

**(d) 'Just cause' means disciplinary action or discharge, including layoff, that is controlled by fairness and due process, requiring the like treatment of like cases, and individualized treatment based upon distinctive facts. For disciplinary action or discharge to satisfy just cause, the following must be satisfied, as applicable:**

**(i) Notice of, and adequate training on work rules, policies, practices, and orders was provided to employees.**

**(ii) Work rules, policies, practices, or orders at issue are reasonable, and consistently applied.**

**(iii) An employer conducted a sufficient and fair investigation of alleged unsatisfactory performance or misconduct.**

**(iv) An employer meets a burden of proof through a preponderance of evidence to establish a violation of a work rule, policy, practice, or order, or to establish the basis for a layoff. Such proof shall be subject to discovery.**

**(v) Discipline is appropriate, proportionate, and progressive to the circumstance. Except in cases of egregious misconduct, progressive disciplinary action requires two documented instances of corrective action before severe discipline may be imposed, and one documented instance must occur within one year before severe discipline may be imposed.**

**(e) 'Just compensation severance' means an employee shall accrue one hour of severance pay for every twelve and a half hours worked during their first year of employment, and for every fifty hours worked thereafter. Payment shall be calculated by the number of hours accrued multiplied by the employee's rate of pay upon discharge.**

**(f) 'Layoff' means discharge for bona fide business reasons including reductions in payroll necessarily resulting from a reduction in the volume of production, sales, or profits, including seasonal layoff. A layoff shall be presumed not to be based on bona fide business reasons if an employer hires another employee to perform substantially the same work within ninety days before or after the discharge.**

**(g) 'Seasonal Layoff' means the period of time for which the working hours of a seasonal employee have terminated before recurring periodically and regularly.**